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Attorneys for Defendant

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

SPENCER GOSCH,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

No. C 05-3810 CRB (EDL)

STIPULATION AND ORDER
APPROVING COMPROMISE
SETTLEMENT

IT IS HEREBY STIPULATED by and between Spencer Gosch, plaintiff, and the United States of America, defendant, as follows:

1. The parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.

2. The United States of America, defendant, agrees to pay to the plaintiff the sum of Sixty Thousand Dollars and no cents (\$60,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiff or its administrators or assigns, and each of them, now have or may hereafter

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1 acquire against the United States of America, its agents, servants, and employees.

2 3. Plaintiff and its administrators or assigns hereby agree to accept the sum of Sixty Thousand
3 Dollars and no cents (\$60,000.00), in full settlement and satisfaction of any and all claims, demands,
4 rights, and causes of action of whatever kind and nature, arising from, and by reason of any and all
5 known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and
6 the consequences thereof which they may have or hereafter acquire against the United States of
7 America, its agents, servants and employees on account of the same subject matter that gave rise to
8 the above-captioned lawsuit, including any future claim for wrongful death. Plaintiff and its
9 administrators or assigns further agree to reimburse, indemnify and hold harmless the United States
10 of America, its agents, servants or employees from any and all such causes of action, claims, liens,
11 rights, additional subrogated or contribution interests incident to or resulting from further litigation or
12 the prosecution of claims by plaintiff its administrators or assigns against any third party or against
13 the United States, including claims for wrongful death.

14 4. This stipulation for compromise settlement shall not constitute an admission of liability or
15 fault on the part of the United States, its agents, servants, or employees, and is entered
16 into by both parties for the purpose of compromising disputed claims and avoiding the expenses and
17 risks of litigation.

18 5. This agreement may be pled as a full and complete defense to any subsequent action or
19 other proceeding involving any person or party which arises out of the claims released and discharged
20 by the agreement.

21 6. It is also agreed, by and among the parties, that the settlement amount of Sixty Thousand
22 Dollars and no cents (\$60,000.00) represents the entire amount of the compromise settlement and that
23 the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees
24 owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

25 7. It is also understood by and among the parties that, pursuant to Title 28, United States
26 Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not
27 exceed 25 percent of the amount of the compromise settlement.

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1 8. Payment of the settlement amount will be made by a check drawn on the Treasury of the
2 United States for Sixty Thousand Dollars and no cents (\$60,000.00) and made payable to
3 Mastrangelo Law Offices & Spencer Gosch.

4 9. In consideration of this Agreement and the payment of Sixty Thousand Dollars and no
5 cents (\$60,000.00) thereunder, plaintiff agrees that upon notification that the settlement check is
6 ready for delivery, counsel for plaintiff will deliver to defendant's counsel a fully executed
7 Stipulation for Dismissal with prejudice of C 05-3810 CRB (EDL), Gosch v. United States.

8 10. Plaintiff hereby releases and forever discharges the United States and any and all of its
9 past and present officials, employees, agents, attorneys, their successors and assigns, from any and all
10 obligations, damages, liabilities, actions, causes of actions, claims and demands of any kind and
11 nature whatsoever, whether suspected or unsuspected, at law or in equity, known or unknown, arising
12 out of the allegations set forth in plaintiff's pleadings in this action.

13 11. The provisions of California Civil Code Section 1542 are set forth below:

14 "A general release does not extend to claims which the creditor does
15 not know or suspect to exist in his favor at the time of executing the
16 release, which if known by him must have materially affected his
17 settlement with the debtor."

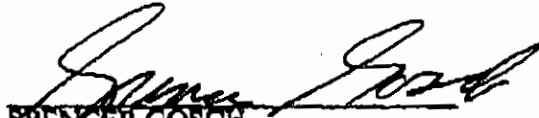
18 Plaintiff having been apprised of the statutory language of Civil Code Section 1542 by his attorney,
19 and fully understanding the same, nevertheless elects to waive the benefits of any and all rights he
20 may have pursuant to the provision of that statute and any similar provision of federal law. Plaintiff
21 understands that, if the facts concerning plaintiff's injury and the liability of the government for
22 damages pertaining thereto are found hereinafter to be other than or different from the facts now
23 believed by them to be true, this agreement shall be and remain effective notwithstanding such
24 material difference.

25 12. This instrument shall constitute the entire agreement between the parties, and it is
26 expressly understood and agreed that the agreement has been freely and voluntarily entered into by
27 the parties hereto with the advice of counsel, who have explained the legal effect of this agreement.
28 The parties further acknowledge that no warranties or representations have been made on any subject
other than as set forth in this agreement. This agreement may not be altered, modified or otherwise

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changed in any respect except by writing, duly executed by all of the parties or their authorized representatives.

Dated: 4/24/07

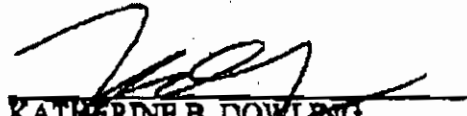

SPENCER GOSCH
Plaintiff

Dated: 4/27/07


EDWARD MASTRANGELO
Attorney for Plaintiff

SCOTT N. SCHOOLS
United States Attorney

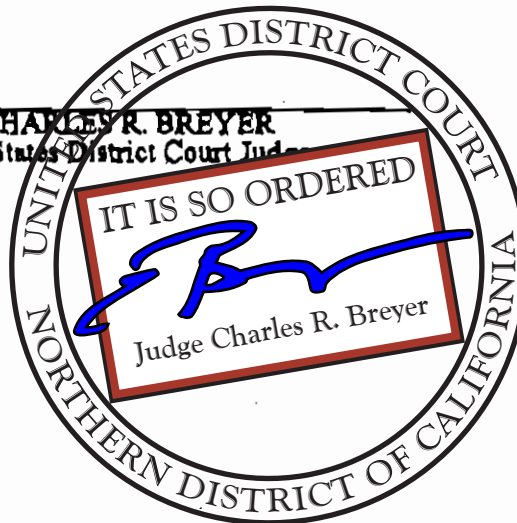
Dated: 4.12.07


KATHERINE B. DOWLING
Assistant United States Attorney
Attorneys for Defendant

APPROVED AND SO ORDERED:

Dated: May 1, 2007

HON. CHARLES R. BREYER
United States District Court Judge



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